

# Bohemian Smartlytics Limited Terms and Conditions (T&Cs)

Version dated 21<sup>st</sup> April 2021

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The applicable version of these T&Cs can be viewed on our website [www.bsmartlytics.com](http://www.bsmartlytics.com)

## 1. SCOPE

### 1.1 Our products

#### 1.1.1 We,

**Bohemian Smartlytics Limited**

**Unit 3, Clerkin Building, 2 Hollands Road, Haverhill, CB9 8PP, United Kingdom.**

**+44(0)144 070 4869, [info@bsmartlytics.com](mailto:info@bsmartlytics.com)**

**Company Registration Number: 12447974**

**VAT Number: 370 0294 23**

(“**Bohemian Smartlytics Limited**”), develops and operates an interactive AI as a Service (AlaaS) platform and mobile applications (apps) for different sectors. Bohemian Smartlytics is a digital company that has developed innovative technologies to transform the way HIV disease care and management are deployed, bringing every stakeholders perspective into one collaborative platform. Our first product, known as SmartHIV Solution, simplifies daily HIV management from every stakeholders’ perspectives.

1.1.2 SmartHIV Solution provides information and content that has been assembled with the greatest of care and to the very best of our knowledge from internal and external sources. We nevertheless wish to emphasize that our Products and services are only to be used to provide you with information to support and to build awareness, but they cannot replace consultation with and diagnosis by a healthcare professional. Under no circumstances does Bohemian Smartlytics Limited issue medical therapy recommendations or medical advice of any kind. For questions on the illness and therapy, we recommend contacting a healthcare professional. The data provided must only be analyzed by you and your healthcare professional. No content - no matter whether provided by Bohemian Smartlytics Limited itself, our cooperation partners, or users - can be understood as supplementing or replacing information from a healthcare professional or pharmacist.

1.1.3 Bohemian Smartlytics Limited offers a range of web-based Products and Apps as well as combinations of these for managing your HIV. For the sake of simplicity, all current and future Products and apps (including new versions, updates, and other improvements) that Bohemian Smartlytics Limited provides in any way, are subsequently referred to jointly as “**Products**” or individually as a “**Product**”. Each person who acquires and uses one or more of our Products is referred to jointly as “**Users**” or individually as “**User**”. If these T&Cs refer to natural persons using the male form, they apply equally to all people.

1.1.4 In connection with these T&Cs, the following term definitions apply to individual Products:

### **Apps**

**BSmart Chart** is a unique app that puts HIV patients’ interest at the centre of disease management. The app supports patients in all aspects of their disease management and connects with their clinicians in real-time. Also, this delivers anonymised real-world patient experience data for clinicians and trialist while providing access to innovative medicine.

### **Platforms**

**SmartHIV Manager** is a resource and capacity management system for HIV service managers and policy makers in public and private sectors. This provides service, regional or national level scenario-based planning for decision making about services and public health programs. This also feeds into SmartHIV Trialist

providing the capabilities and data to generate the much-needed evidence to support clinical trial planning and budgeting.

**SmartHIV Trialist** is a HIV Clinical Trials planning and budgeting tool, developed to help clinical researchers gain a real-life trial population based on planned study inclusion/exclusion criteria. This offers the patients opportunities to participate in clinical trials and have free access to innovative medicine.

**SmartHIV Clinician** is a clinical decision-making tool where treatment strategies are personalized and made precise for patients. The patient app (BSmart Chart) communicates with this product for real-time patient monitoring and can also be integrated with individual hospitals electronic medical record.

**HIV Smartlytics** is an Electronic Medical Record (EMR) integrated advanced analytics and visualisation platform, capable of predictive analytics, evaluation and monitoring of HIV patients, and real-world evidence insight. This allows all the products communicate and share relevant data delivered in an intuitive and easy to understand dashboard. The full capabilities of all the products can be harnessed with this product.

1.1.5 Our user manuals (accessible via our app or via our web-based dashboards) and the relevant special provisions (see section 8) emphasize any peculiarities for the individual Products.

## **1.2 Scope of our T&Cs**

1.2.1 We exclusively offer all our Products on the basis of the current version of these General Terms and Conditions (T&Cs), this applies globally. Bohemian Smartlytics Limited explicitly opposes contradictory business or other usage terms.

1.2.2 Please note that before using our Products for the first time you must consent to all of the declarations and agreements referred to and accept them during any further usage. The registration and use of our Products are prohibited without your consent to our T&Cs.

1.2.3 We explicitly reserve the right to make future changes and factually justified modifications to our T&Cs. Changes may be necessary to meet statutory requirements, correspond to technical and economic requirements, or meet the interests of our Users. Such changes are possible at any time and will be published in an appropriate manner before they take effect, giving each User the opportunity to oppose them in writing within a month of their publication. If they are not opposed, the ongoing use of our Products is subject to the relevant new T&Cs.

## **1.3 Third-party suppliers**

1.3.1 It goes without saying that you will find some of our Products in the app stores. In general, the business terms of the relevant third-party supplier (over which we have no influence) apply there; these are not part of our T&Cs nor our contractual relationship with you as the User of our Products. This also applies to the business terms and conditions of your mobile device or service supplier.

1.3.2 We work with various partners to ensure the optimal use of our Products. These include cooperation partners that supply us or our Users directly with certain Products as well as insurance companies who may pay the cost of our Products for you. In these cases, we explicitly emphasize the applicable business terms of a third-party supplier or you must accept such business terms anyway before you can acquire one of our Products via a third-party supplier.

## 2. DATA PROTECTION

We are aware of the major responsibility that comes with your use of our Products. Not only do you provide us with general personal data but also with data on your health. In our [Privacy Notice](#) we inform you about the use and protection of your data in connection with using our Products and on your consent required for this.

WITHOUT YOUR PRIVACY CONSENT, USE OR TRANSMISSION OF YOUR PERSONAL DATA FOR STATISTICAL ANALYSIS IS NOT POSSIBLE IN LEGAL OR ACTUAL TERMS.

Our [Privacy Notice](#) is not part of these T&Cs but rather is only used to provide you with information under the GDPR on the basis of which you issue your consent for the necessary data processing.

## 3. CONCLUDING THE CONTRACT AND REGISTRATION

### 3.1 Purchase of and payment for our products

3.1.1 Our products can be purchased by various means:

#### **Apps, services**

**App stores** (such as Apple App Store/iTunes or GooglePlay) offer some of our products. Please note that to purchase (not: use) our products, the separate business terms of the app store apply, and these may require a user account.

**Our website** has a login area and offers direct access to our products, in particular for SmarHIV Manager, SmarHIV Trialist, SmarHIV Clinician and HIV Smartlytics.

**Insurance companies** (public and private), **Governments** and **NGOs** may work with Bohemian Smartlytics Limited to support persons with HIV with our products. Costs of our products will then be paid by the insurance company, Governments or NGOs either directly or reimbursed accordingly.

3.1.2 You can purchase our chargeable Products on our website, via app stores or within our apps. They are paid either through the app store's user account using the stipulated payment options or our website (via secure payment gateway system). The relevant app store acts either as an agent and payment service provider for Bohemian Smartlytics Limited or as a direct seller. If you experience

problems with downloading or payment, please contact [info@bsmartlytics.com](mailto:info@bsmartlytics.com) at any time.

3.1.3 Usage fees or purchase prices (including statutory value-added tax) must be paid - depending on the offer and selection - once or repeatedly (e.g. on a monthly, 6-monthly, or annual basis). The current fees are displayed in our website, app or the app stores and are due for payment in advance. If payment is not processed directly via website or the app store, we can send you invoices and payment reminders by email. In the event of culpable, late, or incomplete payment, we are entitled to block your access to our Products. Your usage fee payment obligation remains unaffected by this.

3.1.4 We explicitly reserve the right to restrict free Products at any time, stop them completely, or charge a fee for them. No legal right for the future can be derived from the free use of individual Products or parts thereof for a particular period.

3.1.5 Bohemian Smartlytics Limited can also make special and free offers that are subject to additional conditions or restrictions. In this regard we explicitly refer to any variances from these T&Cs while otherwise the full content of these T&Cs remains applicable. Special or free offers cannot be transferred to other Users.

## **3.2 Registration and activation**

3.2.1 The use of our Products requires your registration with Bohemian Smartlytics Limited in our website or apps. As soon as you have activated our Product for the first time, you must register using an email address and password (Bohemian Smartlytics Limited ID). Each User may only create one Bohemian Smartlytics Limited ID and each Bohemian Smartlytics Limited ID can only be used by one User.

3.2.2 By registering, the User agrees to his binding offer to conclude a contract with Bohemian Smartlytics Limited for the use of our Products on the basis of the applicable version of these T&Cs. We explicitly accept such offer, at the latest by activating your Bohemian Smartlytics Limited ID or sending the ordered goods.

3.2.3 The activation is confirmed to you directly after registration by a separate email. We reserve the right to reject individual Users or their offer to conclude a contract without stating a reason. In such a case any payments already made will be reimbursed and User data provided deleted immediately.

3.2.4 Upon registration, the User confirms that he is at least sixteen years old and that applicable law permits him to conclude contracts. Only people with legal capacity are permitted to register. Minors are only permitted with the explicit agreement of a parent/guardian. A scanned copy of this written consent must be sent to [info@bsmartlytics.com](mailto:info@bsmartlytics.com). With the registration, the parent/guardian declares they are entitled to submit legally binding declarations in the name of the minor.

3.2.5 On registration, the User confirms their acknowledgement and unrestricted acceptance of the contents of these T&Cs and that their information is true, correct, up-to-date, and complete; they are also obliged to regularly update their

personal information. We reserve the right to contact Users at any time to verify registration data and usage information.

3.2.6 If the User provides false, incorrect, out-of-date, or incomplete information or we have just cause for believing that information is false, incorrect, out-of-date, or incomplete, Bohemian Smartlytics Limited is entitled to block the relevant Bohemian Smartlytics Limited ID with immediate effect without prior notice and prohibit the use of our Products without being obliged to repay the User for the costs incurred.

3.2.7 The User must protect their registration data from unauthorised access by third parties, abuse, or use with fraudulent intent. If there is even a suspicion that the Bohemian Smartlytics Limited ID has been exposed to such a risk, this must be notified without delay to [info@bsmartlytics.com](mailto:info@bsmartlytics.com). We have the right to block the Bohemian Smartlytics Limited ID of any User if it is used for wrongful or fraudulent intentions.

## 4. RIGHT OF WITHDRAWAL AND REVOCATION

### 4.1 Information on exercising revocation right

4.1.1 If you do not use our Products either for commercial or for professional purposes, as a consumer you are entitled to revoke the contract concluded with Bohemian Smartlytics Limited under the following conditions:

## REVOCATION RIGHT

### Revocation right

You have the right to revoke this contract within fourteen days without stating a reason.

The revocation period is fourteen days from the date the contract was concluded (digital content activation) or from the date on which the consumer or a third-party named by them other than the carrier, took possession of the goods (physical delivery).

To exercise your revocation right, you must inform us of your decision to revoke the contract using a clear declaration to Bohemian Smartlytics Limited Unit 3, Clerkin Building, 2 Hollands Road, Haverhill, CB9 8PP, United Kingdom, +44(0)144 070 4869, email [info@bsmartlytics.com](mailto:info@bsmartlytics.com) (e.g. by email or post). You can use the enclosed sample revocation form, but this is not required.

To maintain the revocation period, it is sufficient for you to send the notification of exercising the revocation right before the end of the revocation period.

### Consequences of revocation

If you revoke this contract, we must repay all payments that we have received from you without delay and at the latest within fourteen days of the date when the notification of your revocation of this contract was received by us. We use the same payment method for this repayment as you used for the original transaction unless we have explicitly agreed something different; under no circumstances are charges incurred due to this repayment.

Please note that if your health insurance has reimbursed you for the costs of revoked goods or services under the tariff, then your insurance company may have a corresponding claim for compensation.

If you have requested that the services should start within the revocation period, you must pay us the appropriate amount that applies for the services provided up until the date when you inform us of the execution of the revocation right for this contract, compared to the scope of the total services envisaged under this contract.

## **REVOCAION FORM**

**If you wish to revoke the contract, please complete this form and return it to**

Bohemian Smartlytics Limited, Unit 3, Clerkin Building, 2 Hollands Road, Haverhill, CB9 8PP, United Kingdom,  
[info@bsmartlytics.com](mailto:info@bsmartlytics.com)

**I hereby revoke the contract concluded by me for the purchase of the following goods /provision of the following service:**

**Ordered on / received on:**

**Bohemian Smartlytics Limited ID, name, and address of the consumer:**

**Date and signature (only for notification on paper)**

## **4.2 Exemptions from the right of withdrawal**

4.2.1 You have no withdrawal right for contracts for the delivery of digital content not stored on physical media if we - with your explicit consent, connected with your knowledge of the loss of the withdrawal right (revocation right) in advance starting with the contract fulfilment and after provision of a copy or confirmation

under Section 7 Para. 3 FAGG - started delivery before the end of the otherwise existing withdrawal period.

Under Section 7 Para. 3 FAGG the User is provided with confirmation of the contract concluded on a durable medium (e.g. email) within an appropriate period after concluding the contract, at the latest, however before starting the service provision, with the information stated in Section 4 Para. 1 FAGG if this information has not already been provided on a durable medium. The contractual confirmation must always contain a confirmation of the agreement to immediately provide the service and acknowledgement by the User of the consequential loss of the withdrawal right (revocation right).

## 5. USE OF OUR PRODUCTS

### 5.1 Usage term and termination

5.1.1 Your right to use our Products starts with registration and activation by Bohemian Smartlytics Limited.

5.1.2 You can use our free Products without any time restriction. The usage life for Products that you purchase with the participation of your health insurance company depends on the relevant insurance and contractual conditions.

5.1.3 Our chargeable Products can be purchased in the form of monthly or annual subscriptions, depending on the current offer they are also available for a shorter or longer usage period (hereinafter “**subscription period**”). The relevant subscription period is displayed in our website, app or the app stores.

5.1.4 Both the User and Bohemian Smartlytics Limited are entitled to terminate the contract ordinarily at any time by giving notice of one month with effect at the end of the month. In the case of the app, you can either do this by selecting “Cancel Subscription” in your app store user account or the login area of our website or by written notification to us at [info@bsmartlytics.com](mailto:info@bsmartlytics.com). Please note that fees already paid for an unused subscription period are only reimbursed in the event of ordinary termination by Bohemian Smartlytics Limited or automatic ending (section 5.1.6 below).

5.1.5 For the app, if there is no termination or termination is late, the subscription period is extended automatically by another period corresponding to the previously selected subscription period. The relevant standard price at the time of the extension (not the prices of any special or free offers or offers from your insurance company) applies. You can deactivate the automatic renewal in your user account settings of the relevant app store.

5.1.6 In the event of the User's death or the revocation of the privacy consent, the usage relationship ends automatically with immediate effect. Bohemian Smartlytics Limited is not permitted to process your health data without your consent.

5.1.7 If you have questions on your usage term or its ending, please contact [info@bsmartlytics.com](mailto:info@bsmartlytics.com) at any time.

## **5.2 Lock out and exclusion**

5.2.1 We reserve the right to temporarily lock out Users at any time for any important reason (at our discretion) or to permanently exclude them from using our Products. In the event of such a contract ending without a notice period, the reimbursement of usage fees is excluded.

5.2.2 An important reason occurs, in particular, for serious infringements by a User against the provisions of these T&Cs, e.g. infringements of section 3.1 (Payment) after setting a two-week grace period, section 3.2 (Registration data), section 5.3 (License) or section 6 (“Your behavior”).

## **5.3 License and the granting of rights**

5.3.1 With your registration and activation, you acquire the non-exclusive, non-transferable but geographically unrestricted right to download and use of our app for your own purposes within the framework of these T&Cs. For chargeable Products, this license is restricted to the duration of your contractual subscription period.

5.3.2 The software, code, methods, and systems as well as the content of our Products are Intellectual Properties, protected by copyright and competition law and may exclusively be used by Bohemian Smartlytics Limited. Our Products or parts thereof may not be copied, modified, reproduced, republished, posted, transferred, sold, offered for sale, resold, or used in any other way without our prior, written consent. Users are not permitted to use brands, logos, other commercial property rights or trademark rights of Bohemian Smartlytics Limited. Unless otherwise provided by these T&Cs, all of the usage and exploitation rights are owned exclusively by Bohemian Smartlytics Limited or an affiliated company and there is no licensing of any kind for our Products.

5.3.3 If this is required for the technical provision of our Products, each User grants Bohemian Smartlytics Limited a non-exclusive, revocable but free, transferable exploitation and usage right, unrestricted in terms of time and location, to the content that they generate, transfer, store, or publish within our Products. Usage or exploitation is however excluded if this disproportionately adversely affects the legitimate interests of the User (e.g. privacy rights). In the event of usage outside our Products, if appropriate, we will indicate that the content comes from the User. Bohemian Smartlytics Limited does not claim any ownership of created content and will not assume any supervisory function with regard to content created by Users.

## **5.4 Availability of our Products**

5.4.1 We provide our Products in each case in accordance with the existing technical, economic, operational, and organizational possibilities. Bohemian Smartlytics Limited cannot exclude any interruptions, disturbances, delays,

deletions, incorrect transmissions, or storage failures in connection with using our Products or communication with Users. We may partly offer our Products in cooperation with third-party suppliers and are therefore also dependent on the technical provision of third-party services. Therefore, Bohemian Smartlytics Limited accepts no responsibility, guarantee, liability, or obligation to provide our Products online at all times without interruptions.

5.4.2 This also applies to restrictions in using our Products due to force majeure, strikes, lockouts, and official instructions or due to technical modifications or maintenance work on the Bohemian Smartlytics Limited systems. In the event of disruptions or failures of our Products, please contact [info@bsmartlytics.com](mailto:info@bsmartlytics.com) any time.

## 6. YOUR BEHAVIOR

### 6.1 General information

6.1.1 Each User is entitled and obliged to use our Products at their own risk and expense whilst deploying suitable technical equipment. The devices and operating systems that are compatible with the Products can be found in our website and the app stores or requested at any time from [info@bsmartlytics.com](mailto:info@bsmartlytics.com).

6.1.2 You are also obliged to use our Products exclusively in compliance with these T&Cs and the statutory provisions as well as avoiding all wrongful use. Please inform us immediately if you discover any breaches of the duties stated in this section at [info@bsmartlytics.com](mailto:info@bsmartlytics.com).

### 6.2 Abuse

6.2.1 Each User is obliged to state their registration data truthfully, to keep it up-to-date and complete as well as not to pass it on to any third party. Personal data must be treated confidentially, managed carefully and backed up under one's own responsibility. Bohemian Smartlytics Limited accepts no liability or other guarantees for lost or damaged data or content if this is not our fault.

6.2.2 Content such as photos, images, texts, videos, or other depictions may only be stored, published, transferred, or distributed in connection with our Products if the User has the right to transfer or use them. In all cases the use of racist, offensive, discriminatory, defamatory, sexual, pornographic, violent, or other illegal content of all kinds is always prohibited.

6.2.3 Furthermore, it is prohibited to decrypt, reverse engineer, decompile, or disassemble our Products. Each User is obliged not to undertake any disruptive interferences by technical or electronic means in our Products or networks of Bohemian Smartlytics Limited (in particular hacking attempts, brute force attacks, introducing viruses, worms, trojan horses, other malicious software) nor any type of attempted disturbance that might affect the software or hardware of the Products and systems of Bohemian Smartlytics Limited.

## **7. OUR RESPONSIBILITY**

### **7.1 Guarantee and liability**

7.1.1 Unless otherwise provided by these T&Cs, Bohemian Smartlytics Limited is liable and provides guarantees as laid down by the statutory provisions.

7.1.2 With regard to Users who are not consumers, liability for financial losses, consequential damages, lost profit, and damages resulting from third-party claims is excluded. If our liability is limited or excluded in these T&Cs, this applies equally to vicarious agents and affiliated companies of Bohemian Smartlytics Limited.

7.1.3 Outside the application scope of product liability legislation, the liability of Bohemian Smartlytics is limited to deliberate acts and gross negligence - with the exception of personal injury. The liability for slight negligence is excluded when faced with consequential objective justifications.

7.1.4 Bohemian Smartlytics Limited provides no guarantee for our Products being completely available without interruption and without errors or that the required software and hardware operates without errors. We can also not exclude the possibility that data could be tracked, recorded, or falsified by third parties during data transfer via third-party systems, in particular the Internet and other telecommunication networks.

7.1.5 Bohemian Smartlytics Limited accepts no guarantee for downloaded content or material that Users have received as a result of using our Products. The User is solely liable for all damage that could be created in their IT system or devices or for the loss of data as a result of downloading materials associated with our Products.

7.1.6 Furthermore Bohemian Smartlytics Limited is not liable for third-party content such as external links, banners, other information, or advertising offers from third parties that can be placed as part of our Products. If we enable access to the offers of third parties via notifications or links, Bohemian Smartlytics Limited is not responsible for the information contained therein. Resulting legal transactions with third parties lead exclusively to contractual relationships between the User and the relevant third party. We accept no guarantee or other liability for the services of third parties.

### **7.2 Disclaimer and indemnification**

7.2.1 The use of our Products does not replace consultation with a healthcare professional or other medical advice and is undertaken exclusively at the User's own risk.

7.2.2 To the extent required by applicable medical devices law governing the use of the Products, the Products may only be operated or used exclusively as per the

purpose, specifications, and application areas as laid down in the offer and usage terms.

7.2.3 The User will indemnify Bohemian Smartlytics Limited against all third-party claims arising against Bohemian Smartlytics Limited as a result of the wrongful infringement of its rights by the User with regard to use of our Products. All other claims for damages by Bohemian Smartlytics Limited against the User remain unaffected.

7.2.4 The User accepts full liability for all damage and disputes in and out of court arising from conflicts with other Users. The User explicitly acknowledges that Bohemian Smartlytics Limited is under no circumstances responsible for actions or omissions by other Users and any resulting damage.

7.2.5 In the event of claims being raised against Bohemian Smartlytics Limited by third parties, the User is obliged to immediately provide all of the information available to them truthfully and in full as is required to review, defend, and prevent claims by third parties. The User bears the costs of any necessary legal defense by Bohemian Smartlytics Limited, including all court and legal costs in the statutory amount.

The following provisions on individual Products supplement the other provisions of these T&Cs unless expressly provided otherwise:

## **8. FINAL PROVISIONS**

### **8.1 Choice of law**

These T&Cs and the entire legal relationship between Bohemian Smartlytics Limited and the User is subject exclusively to United Kingdom (UK) law, with the exception of its reference provisions and the UN Sales Convention. However, as a consumer the User enjoys the protection of mandatory provisions in the country in which they are located or habitually resident.

### **8.2 Place of jurisdiction**

The place of fulfilment and sole court of jurisdiction for all disputes arising from these T&Cs is agreed as the head office of Bohemian Smartlytics Limited in UK. Mandatory conflicts of laws in favour of consumers remain unaffected.

### **8.3 Other**

8.3.1 If notification or the written form is required by these T&Cs (including for legally important declarations), transmission by email to the address stated on registration (Bohemian Smartlytics Limited ID) is sufficient.

8.3.2 Users are not entitled to transfer their Bohemian Smartlytics Limited ID or rights and obligations from these T&Cs in connection with the use of our Products

to third parties. Bohemian Smartlytics Limited can transfer their rights and obligations from these T&Cs to another company or third party if such a transfer has no significant effects on the rights of the User from these T&Cs.

8.3.3 If individual provisions of these T&Cs are or become ineffective, the other provisions of these T&Cs not affected by the invalidity remain valid and applicable.

8.3.4 These T&Cs are provided in English.